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BSB DIVERSIFIED COV 66.00  
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04/05/2012 12:09  
KING COUNTY, WA

## Restrictive (Environmental) Covenant

After Recording Return to:  
Hideo Fujita  
Department of Ecology  
Northwest Regional Office  
3190 - 160 Avenue SE  
Bellevue, WA 98008-5452

## Environmental Covenant

**Grantor:** BSB Diversified Company, Inc.  
**Grantee:** State of Washington, Department of Ecology  
**Legal:** See Exhibit A  
**Tax Parcel Nos.:** 0122049117

Grantor, BSB Diversified Company, Inc. hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights described under this environmental covenant (hereafter "Covenant") made this 7<sup>th</sup> day of March, 2012 in favor of the State of Washington Department of Ecology and its successors and assigns (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, Chapter 64.70 RCW.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Grantor its successors and assigns, and Ecology.

A remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Covenant. The Remedial Action conducted at the property is described in the following documents:

Consent Decree No. 11-2-27288-5 between the State of Washington Department of Ecology and B.S.B. Diversified Company, Inc., dated August 10, 2011.

Final Cleanup Action Plan, BSB Property, Kent, Washington, Dated August 5, 2011.

These documents are on file at Ecology's Northwest Regional Office in Bellevue, Washington.

This Covenant is required because the Remedial Action resulted in residual concentrations of vinyl chloride, cis-1,2-dichloroethene, and trichloroethene which exceed the Model Toxics Control Act Cleanup Level(s) for soil and groundwater established for the Site in the Cleanup Action Plan.

The undersigned Grantor is the fee owner of real property (hereafter "Property") in the County of King, State of Washington, that is subject to this Covenant. The Property is legally described in Exhibit A of this covenant (and made a part hereof by reference).

Grantor makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of the Property (hereafter "Owner").

Section 1. No groundwater may be taken for domestic or agricultural use from the Property. Any activity on the Property that may result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is prohibited without prior written approval from Ecology. Some examples of activities that are prohibited without Ecology approval in the capped area include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial Action, or create a new exposure pathway (e.g., indoor air pathway or subsurface worker pathway), is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Action.

Section 5. The Owner must restrict leases to uses and activities consistent with this Covenant and notify all lessees of the restrictions on the use of the Property.


Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any use substantially inconsistent with the Remedial Action only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples (provided that, upon request, Ecology allows the Owner to take split or duplicate samples, provided that doing so does not interfere with Ecology's sampling), to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

BSB Diversified Company, Inc

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY



John H. FitzSimons  
Vice President



Katherine Seiler  
Program Manager  
Hazardous Waste & Toxics Reduction Program

Dated: March 7, 2012

Dated: 3/20/12

STATE OF New York  
COUNTY OF New York

On this 7 day of March, 2012, I certify that John H. FitzSimons personally appeared before me, acknowledged that he is the Vice President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument for said corporation.

Linda L. Portner  
Notary Public in and for the State of  
New York, residing at 42 Farley Dr Stony Point NY  
My appointment expires 12/7/13 <sup>10980</sup>

**Linda L. Portner**  
**Notary Public, State of New York**  
**No. 01PO6214523**  
**Qualified in Rockland County**  
**Commission Expires December 7, 2013**

**EXHIBIT A  
LEGAL DESCRIPTION**

PORTION N HALF NE QTR SE QTR STR 01-22-04 DAF BEG AT NE CORNER SAID SUBD TH SOUTH ALONG E LINE SAID SUBD 219.82 FT TH N89-24-44W 990.05 FT TH NORTH PARALLEL TO E LINE SAID SUBD TO N LINE SAID SUBD TH ELY ALONG SAID N LINE 990.11 FT MORE OR LESS TO TPOB EXC ROADS; TGW PORTION N HALF NE QTR SE QTR STR 01-22-04 DAF: BEG AT NE CORNER SAID SUBD TH SOUTH ALONG E LINE SAID SUBD 219.82 FT TO TPOB TH N89-24-44W 990.05 FT TH SOUTH PARALLEL TO E LINE SAID SUBD 224.18 FT TH S89-39-52E 990.02 FT TO E LINE SAID SUBD TH NORTH ALONG SAID E LINE 219.52 FT TO TPOB EXC ROADS EXC PORTION THEREOF DAF: BEG NE CORNER SAID SUBD TH N89-07-52W ALONG N LINE SAID SUBD 504.88 FT TH SOUTH PARALLEL TO E LINE SAID SUBD 222.30 FT TH N80-24-44W 77 FT TH SOUTH PARALLEL TO E LINE SAID SUBD 222.38 FT TH S89-39-52E 581.83 FT TO E LINE SAID SUBD TH NORTH ALONG SAID LINE 439.64 FT TO POB (AKA LOT 2 AS DELINEATED PER CITY OF KENT LOT LINE ADJUSTMENT NO LL-37-27 RECORDING NO 8712231186)